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2
3 UNITED STATES DISTRICT COURT
4 CENTRAL DISTRICT OF CALIFORNIA
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6 JANE ROE,) Case CV-13-07734 DMG (AGRx)
7 Plaintiff,)
8 v.) PROTECTIVE ORDER RE
9 THE CITY OF EL MONTE, et al.) INTERNAL CRIMINAL
10 Defendants.) INVESTIGATION FILE COMPILED
11) BY THE LOS ANGELES COUNTY
12) SHERIFF'S DEPARTMENT,
13) INTERNAL CRIMINAL
14) INVESTIGATIONS BUREAU
15) (ICIB)
16)
17) MAGISTRATE JUDGE ALICIA G.
18) ROSENBERG
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15 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

16 The Los Angeles County Sheriff's Department ("LASD")
17 is producing, pursuant to a subpoena duces tecum,
18 documents deemed confidential, under Federal and
19 California State Law. These documents are compiled in an
20 LASD's "Internal Criminal Investigations Bureau (ICIB)
21 File." Such documents shall hereinafter be referred to
22 as "Confidential Information." The LASD will produce a
23 redacted version of the ICIB File. Should the parties
24 disagree with the redactions; the parties reserve the
25 right to seek judicial determination within 90-days of
26 receipt of the documents by submitting any item in
27 dispute for an in-camera review and determination by the
28 Court.

1 The Court orders that the following terms and
2 conditions of this Protective Order shall govern the use
3 and disclosure of Confidential Information and
4 information derived therefrom.

5 1. The investigation of an alleged sexual assault,
6 which occurred on October 23, 2012 by the Los Angeles
7 County Sheriff's Department - Internal Criminal
8 Investigations Bureau (ICIB), is subject to the terms of
9 this protective order. The investigation contained in
10 the "ICIB Investigative File" is part of an ongoing
11 criminal investigation that is confidential official
12 information. The disclosure of the documents in the ICIB
13 Investigative File pursuant to Rule 26 discovery rules
14 are to be designated as "CONFIDENTIAL INFORMATION." Such
15 designation shall be made by stamping or otherwise
16 marking the documents prior to production or use in this
17 litigation as follows:

18 **"CONFIDENTIAL MATERIAL SUBJECT**
19 **TO PROTECTIVE ORDER"**

20 2. CONFIDENTIAL INFORMATION shall be used solely in
21 connection with the preparation and trial of the within,
22 Case No. CV-13-07734 DMG (AGRx) or any related appellate
23 proceeding, and not for any other purpose, including any
24 other litigation.

25 3. Testimony taken at a deposition may be designated
26 as confidential by making a statement to that effect on
27 the record at the deposition. Arrangements shall be made
28 with the court reporter taking and transcribing such

1 deposition to separately bind such portions of the
2 transcript containing information designated as
3 confidential, and to label such portions appropriately.

4 4. Material designated as confidential under this
5 Order, the information contained therein, and any
6 summaries, copies, abstracts, or other documents derived
7 in whole or in part from material designated as
8 confidential shall be used only for the purpose of the
9 prosecution, defense or settlement of this action, and
10 for no other purpose.

11 5. CONFIDENTIAL INFORMATION may not be disclosed,
12 except as provided in paragraphs 6 and 7.

13 6. CONFIDENTIAL INFORMATION may be disclosed only to
14 the following persons:

15 (a) Counsel for any party and any party to this
16 litigation;

17 (b) Paralegal, stenographic, clerical and
18 secretarial personnel regularly employed by
19 counsel referred to in (a).

20 (c) An investigator or investigators employed
21 by counsel referred to in (a), so long as
22 the investigator executes Exhibit A.

23 (d) Court personnel, including stenographic
24 reporters engaged in such proceedings as
25 are necessarily incidental to preparation
26 for the trial of this action;

1 (e) Any outside expert or consultant retained
2 in connection with this action, and not
3 otherwise employed by either party; and

4 (f) Any "in-house" expert designated by either
5 party to testify at trial in this matter.

6 Nothing in this order prevents a witness from
7 disclosing events or activities personal to him or her,
8 that is, a witness can disclose to others information
9 previously given to the LASD with respect to what he or
10 she saw, heard or otherwise sensed.

11 7. Each person to whom disclosure is made, with the
12 exception of counsel, and the parties, who are presumed
13 to know the contents of this protective order, and court
14 personnel, shall prior to the time of disclosure, be
15 provided by the person furnishing him/her such material a
16 copy of this order, and shall execute a nondisclosure
17 agreement in the form of Attachment A, a copy of which
18 shall be provided forthwith to counsel for each other
19 party. Such person also must consent to be subject to
20 the jurisdiction of this United States District Court
21 with respect to any proceeding relating to enforcement of
22 this order, including without limitation, any proceeding
23 for contempt.

24 8. If CONFIDENTIAL INFORMATION, including any
25 portion of a deposition transcript, is included in any
26 papers to be filed with the Court, such papers shall be
27 accompanied by an application which comports with Local
28 Rule 79-5.1 and seeks to (a) file the confidential

1 portions thereof under seal (if such portions are
2 segregable), or (b) file the papers in their entirety
3 under seal (if the confidential portions are not
4 segregable). The Application shall be directed to the
5 judge to whom the papers are directed. Pending the
6 ruling on the application, the papers or portions thereof
7 subject to the sealing application shall be lodged under
8 seal in accordance with Local Rule 79-5.1.

9 9. At the conclusion of the trial and of any appeal
10 or upon termination of this litigation, all CONFIDENTIAL
11 INFORMATION received under the provisions of this order
12 (including any copies made and/or any computer materials
13 made or stored) shall be tendered back to the LASD's
14 counsel within 30 days. Provisions of this order in so
15 far as they restrict disclosure and use of the material
16 shall be in effect until further order of this Court.
17 However, in compliance with state bar rules, "Counsel
18 shall be permitted to retain an archive copy of all
19 pleadings, deposition transcripts and exhibits, trial
20 transcripts, trial confidential information contained
21 therein, in accordance with the rules of the State Bar of
22 California addressing the retention/preservation of
23 client files by attorneys, Counsel's duty to maintain the
24 confidentiality of such documents shall continue without
25 further order of the Court."

26 10. The foregoing is without prejudice to the right
27 of any party:
28

1 (a) To apply to the Court for a further
2 protective order relating to CONFIDENTIAL
3 INFORMATION or relating to discovery in
4 this litigation;

5 (b) To apply to the Court for an order removing
6 the CONFIDENTIAL INFORMATION designation
7 from any documents; and

8 (c) To apply to the Court for an order
9 compelling production of documents or
10 modification of this order or for any order
11 permitting disclosure of CONFIDENTIAL
12 INFORMATION beyond the terms of this order.

13 11. GOOD CAUSE exists for designating these materials
14 as privileged and confidential because they are part of
15 an ongoing criminal investigation and constitute official
16 information.

17 12. CONFIDENTIAL INFORMATION produced in connection
18 with the Court Order shall not be disclosed,
19 disseminated, or in any manner provided to the media or
20 any member of the public, unless the Court has ruled that
21 the information may be divulged to the media and the
22 public.

23 13. In the event that any CONFIDENTIAL INFORMATION is
24 used or referred to during the course of any court
25 proceeding in this action, such information shall not
26 lose its confidential status through such use.

27 14. Counsel, in the above-referenced matter, and
28 those individuals authorized to review the information in

1 connection with this civil matter are expressly
2 prohibited from duplicating, copying or otherwise
3 distributing, disseminating, or orally disclosing any of
4 the disclosed CONFIDENTIAL INFORMATION to any person or
5 entity for any purpose.

6 15. Counsel for each party shall take reasonable
7 precautions to prevent the unauthorized or inadvertent
8 disclosure of CONFIDENTIAL INFORMATION.

9 16. In the event that the terms of this Protective
10 Order are violated, the parties agree that the aggrieved
11 party may immediately apply to this Court to obtain
12 injunctive relief and monetary sanctions against any
13 person violating or threatening to violate any of the
14 terms of this Protective Order. This Court shall retain
15 jurisdiction over the parties for the purpose of
16 enforcing this Protective Order, and the Court shall have
17 the power to modify this Protective Order at any time and
18 to impose whatever penalties it deems appropriate for the
19 violation of this Protective Order, including but not
20 limited to monetary sanctions, judicial sanctions, issue
21 preclusion, and contempt. Any such request for
22 injunctive relief and/or monetary sanctions must be made
23 by a properly noticed motion and pursuant to statute.

24 17. This Protective Order, and the obligations of all
25 persons thereunder, including those relating to the
26 disclosure and use of CONFIDENTIAL INFORMATION, shall
27 survive the final termination of this case, whether such
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1 termination is by settlement, judgment, dismissal, appeal
2 or otherwise, until further order of the Court.

3 18. Upon termination of the instant case, counsel
4 shall return any and all CONFIDENTIAL INFORMATION or
5 information designated as confidential, including
6 deposition transcripts, trial testimony, and/or testimony
7 taken at any court proceeding, to the LASD's attorney of
8 record for this matter, within thirty (30) days following
9 termination of this matter.

10 19. Production of all CONFIDENTIAL INFORMATION
11 ordered disclosed by this Court shall take place on or
12 before thirty (30) days from the date of the Court
13 signature of the Protective Order.

14
15 **IT IS SO ORDERED.**

16
17 DATED: July 28, 2014

18 BY:



ALICIA G. ROSENBERG
UNITED STATES MAGISTRATE JUDGE

ATTACHMENT A
NON DISCLOSURE AGREEMENT

I, _____, do solemnly swear that I am fully familiar with the terms of the Protective Order Concerning Confidential Information entered in *JANE ROE v. THE CITY OF EL MONTE, ET AL.*, Case No. CV 13-07734 DMG (AGRx), and hereby agree to comply with and be bound by the terms and conditions of said Order unless modified by further Order of the Court. I hereby consent to the jurisdiction of the Court for purpose of enforcing this nondisclosure agreement.

DATED:
